tract. *Smith & Marsh* v. *Northern Neck Mut. Fire Ass'n*, 70 S. E. 482 (Va.).

It has been frequently held that the obligation of a contract is not impaired by a statute affecting only the remedy allowed, provided that an adequate remedy remain. *Swan* v. *Mutual Reserve Fund Life Ass'n*, 155 N. Y. 9. See *Sturges* v. *Crowninshield*, 4 Wheat. (U. S.) 122, 200. Statutes of limitation commonly limit the time within which litigants in a particular jurisdiction must sue on their claims, so merely go to the remedy. *Townsend* v. *Jennison*, 9 How. (U. S.) 407. Yet where the contract itself provides a time within which suit must be brought, such a provision must necessarily be substantive, and not concerned merely with the mode of procedure which a particular sovereign will allow. *Cf. The Harrisburg*, 119 U. S. 199. Thus in the principal case technically the substance of the contract, not merely the remedy, is affected. Yet, in laying down the rule that the remedy may be changed without impairment of the contract, courts are probably not limiting the use of the word "remedy" to its strict sense, but are referring to the general procedure on the contract as distinguished from its gist. See *Curtis* v. *Whitney*, 13 Wall. (U. S.) 68.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — INVOLUNTARY SERVITUDE. — A North Carolina statute provided that any person who, with intent to defraud, obtained money upon an agreement to work, and failed to complete the work according to the contract, without a lawful excuse, should be guilty of a misdemeanor. This was amended by a provision that the failure to comply with such an agreement should be presumptive evidence of the intent to defraud when the agreement was made, subject to rebuttal. *Held*, that the amendment violates the Due Process clause of the federal Constitution. *State* v. *Griffin*, 70 S. E. 292 (N. C.).

The principal case, though holding the statute unconstitutional under the Fourteenth Amendment, is based on the opinion accompanying a recent decision of the Supreme Court which held a similar statute bad under the Thirteenth Amendment. *Bailey* v. *Alabama*, 31 Sup. Ct. Rep. 145. For a discussion of the principles involved in that case, see 24 HARV. L. REV. 391.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — WHETHER CORPORATIONS ARE ENTITLED TO PRIVILEGE AGAINST SELF-INCRIMINATION. — A *subpoena duces tecum* was issued out of a federal court addressed to a New York corporation to compel it to bring its books and papers before a grand jury, which was investigating certain alleged violations of the customs laws of the United States by the corporation. The corporation resisted the *subpoena* on the ground that it compelled it to incriminate itself in violation of the Fifth Amendment of the Constitution of the United States. *Held*, that the corporation must obey the *subpoena*. *In re Borun Hat Co.*, 184 Fed. 506 (Circ. Ct., S. D. N. Y.).

A corporation is not a "citizen" within the meaning of Art. IV, § 2, of the Constitution. *Paul* v. *Virginia*, 8 Wall. (U. S.) 168. But corporations are entitled to all privileges given by the Constitution which are appropriate. Thus they are protected by the Fourteenth Amendment and the last two clauses of the Fifth Amendment from being improperly deprived of property. *Monongahela Navigation Co.* v. *United States*, 148 U. S. 312, 325, 336. See *Sinking-Fund Cases*, 99 U. S. 700, 718; *Santa Clara County* v. *Southern Pacific R. Co.*, 118 U. S. 394. Although the statement in the principal case that corporations are not within the Fifth Amendment seems therefore too broad, the Supreme Court have announced their opinion, though entirely *obiter*, that corporations are not within the clause against self-incrimination. See *Hale* v. *Henkel*, 201 U. S. 43, 74. As regards oral testimony, this clause may well be inapplicable to corporations, since an agent cannot refuse to testify on the